

GateGuard INC Payment Terms

Last Revised: Jan 27, 2019, 10:00 PM EST

Below are payment terms which apply to your purchase and use of the Services offered by GateGuard INC, a Delaware Corporation (hereinafter referred to as "GateGuard", "we", "us", or "our") including through our website at: <https://gateguard.xyz> (or teman.com) (the "Site"). These payment terms will apply to your use of the Site and any Services acquired by you from us, whether subscribed to through the Site or offline, unless otherwise agreed in writing between GateGuard and you.

This document is an integral part of our Terms of Service, which are available at:

<https://gateguard.xyz/legal/terms.php> ("Terms"), and is incorporated into the Terms by reference.

Capitalized terms which are used but are not defined herein, shall have the meaning ascribed to them in the Terms.

You may purchase subscriptions to Services by contacting us or by submitting an order via the Site. All orders are subject to acceptance by GateGuard. Certain applicable fees and the payment terms for the Services shall be as follows:

Monthly Fees - you will be required to pay a monthly fee, per each month during a period of 360 months, for us to maintain our Service. There are no actions or results guaranteed and there may be months without action on a unit. The 360 months payment are due even if you remove a device or fail to place the device onto your wall.

Subscriptions will be automatically renewed every 360 months. You must give 6 months notice of cancellation and enable GateGuard to collect its equipment at the end of the contract. Failure to return the equipment at the end of the 360 month period shall incur a \$50,000 fee as we could earn that amount of the device otherwise.

Government Fees - In the event the government fines us, penalizes or issues any fee to us (all of which we'll call a "fee" in this paragraph), related your usage of our service or products, you agree to immediately pay us 100% of the fee, regardless of whether it is we or you responsible (in the eyes of the government or anyone) for receiving that fee. You give us permission to ACH or charge your card for said fee.

MCI / Capital Improvement / DHCR / Other Agencies - While you may apply for a capital improvement (MCI, Master Capital Improvement) rent increase in NYC, and may be able to make such similar applications in other cities, we do not recommend or not recommend doing so. You understand there are no guaranteed any city agency will approve or deny the use of our devices and that the full contract fees (360 months) are still due regardless. You understand that each building and jurisdiction and agency and inspector and judge and court and the like are different and previous outcomes do not guarantee future results. We do not guarantee results with any agency, court, service, or the like.

We do not guarantee results or uptime or satisfaction at all. You accept this is a beta product that will be upgraded (software) at-will over time and no warranty or guarantee as to the efficacy, legality, or results are made to you.

Insurance & Liabilities - You accept full responsibility for use of the device and any positive or negative outcomes that may come from your choice. You accept that our maximum liability for damage or harm caused to you from our service(s), installation(s), device(s), and anything we do is one month's fee, up to \$350, and no more. You accept and agree that is your responsibility to carry insurance for your buildings to protect yourself financially against any negative events, such as violence, fires, assaults, thefts, burglaries, breaking-and-entering, trespass, fines, gas leaks, humans, animals, rodents, tenants, staff, weather, storms, vehicles, laborers, vendors, and other people, property, and events that may cause harm to your property, tenants, or other humans. We are not responsible for any damage.

Court Appearance Fees - you will be required to pay for us appearing in court. You agree to pay us a flat fee of \$2,000 for each court appearance plus a variable fee of \$500 an hour, and, if outside NYC, all travel and accommodation expenses. Outside NYC, that includes: business class airfare four-star-or-greater chain hotel, and three daily meals, in the event we are required to appear by you, the court, or opposing counsel. Notwithstanding the forgoing, any appearance over 4 hours is charged our flat day rate of \$5,000 for staff, \$20,000 for executives. International travel requires a minimum of 4 days of Court Appearance Fees paid in advance. Fees and charges are per-person. Depositions, time spent on discovery requests, time spent discussing with attorneys shall also cost \$500/hour (\$900/hour for executives) plus \$2000 per

day (\$5000 for executives) on account of the expensive distraction such cases are. Payment is due at the end of the day, and you agree to stay any and all proceedings until payment is made in full to us.

Chargeback, refund, & non-payment fees -- if at any time you file a credit or debit card chargeback, or other refund request via your financial services provider, including any fraud claims, after placing an order, you agree to pay a \$10,000 USD fine for violating the no-refund and no-cancellation clauses. You agree also to pay for any and all expenses incurred in collecting from you the full year's contract and any fees, such as success fees, due. You understand and accept that a chargeback or refund request via your bank or card provider is very costly and damaging to our reputation and ability to collect fees, and it is time consuming and wasteful to deal with, and you agree that \$10,000 is the minimum cost you cause by filing a chargeback. You understand the fines may be more if we can demonstrate additional costs, but will never be less than \$10,000. You understand and accept that if you file multiple chargebacks, or one chargeback but one multiple orders, you are responsible to pay \$10,000 per each order or transactions charged back, even if you made only one request to your card or bank.

Payments by Credit Card - You may pay for certain of the Services using a credit card on the Site. When registering for Services, you will be prompted to provide GateGuard with valid and updated credit card information. By providing such information and using the Services, you authorize GateGuard to charge such credit card for all Services purchased by you from time to time including all automatic renewal periods. You are responsible for providing complete and accurate billing and contact information to GateGuard and notifying GateGuard in writing of any changes to such information. Without derogating from any other remedy available to GateGuard, if any charge is not processed or is rejected, GateGuard may immediately discontinue your access to the Services. It is agreed that all past due amounts under these Terms shall bear interest at the maximum rate permitted by law, beginning with the date on which the applicable amount became due.

Cancellations and Refunds - You may cancel by providing a written notice 180 business days prior to the lapse of the 360 month period. Day 1 is when you first submit your order. Business days do not include weekends, or National Holidays of the USA. Any notice of termination must be by notarized letter signed by you (or in case you are a company or another legal entity, signed by your Chief Executive) and sent certified mail to our primary business address: 106 West 32nd Street, 2D15, New York NY 10001. There are no cancellations of a year-contract whatsoever, under any circumstances. You are entering into a full year contract upon providing your payment information. There are no refunds whatsoever, under any circumstances.

Escrow - As a precondition for us appearing in court on your matter or providing any of the Services in connection with any investigations or any court, arbitration or other litigation involving you as either plaintiff or defendant, we may require that you deposit any or all of the applicable government fees, court appearance fees or success fees, which may be due in accordance with the terms hereof, with an escrow agent designated by us. Any fees held in escrow shall be released to us by the escrow agent immediately upon their payment becoming due in accordance with the terms hereof. Any amount held in escrow, which exceeds the fees due as aforementioned, shall be returned to you by the escrow agent within a reasonable time after all applicable fees have been duly paid to us.

Taxes - All payments under these Terms are of net income. You understand and agree that you shall bear all value added, state, local, withholding, and other taxes or charges applicable to any goods or services purchased in connection with the Site and that GateGuard may deduct such taxes or charges from any payment made in connection with the Site at the applicable rate, as required by applicable law. You further understand and agree that you are solely responsible for determining your applicable tax reporting requirements. You are also solely responsible for remitting to the relevant authority any taxes information required. GateGuard cannot and does not offer tax-related advice to anyone. You understand and acknowledge that appropriate governmental agencies, departments or authorities where your accommodation is located may require tax to be collected from you and to be remitted to the respective authority. The laws in jurisdictions may vary, but no taxes are included in your price or payments to us. Sales tax will be added where required and is not included in the price. We may collect sales tax after the fact, quarterly, yearly, or otherwise as required by applicable law.

LABOR RATES:

Standard Labor Rate: (minimum 2 hours for all labor, plus travel time & expense)

Low Voltage Technician : \$189/hour

Low Voltage Technician Helper : \$90/hour

Low Voltage Technician Supervisor : \$240/hour

Day Rate: 2 Low Voltage Installers: \$1499; Each additional installer \$750;

Teman Executive Team (if required to be on-site or coach labor via phone or video): \$900 /hour

Teman Associates : \$250 / hour

Teman VPs & Directors : \$500 / hour

GATEGUARD PANEL (INTERCOM SERVICE) PRICING:

GateGuard Panel (default pricing) : \$14,999

GateGuard Panel current retail sales price: \$5600

GateGuard Discount price for buildings not qualified for a free unit: \$3600

GateGuard Security Deposit on free units: \$849 (see terms)

GateGuard Monthly Fees:

Gold Plan:

1-4 Units: \$34.99; (paid yearly)

5-99 Units: \$49.99 ; (paid yearly)

100+ Units: \$149.99; (paid yearly)

GateGuard Panel insurance deductible: \$689;

Teman TAB 700 : \$119, and available in sets of 10.

You are required to use only our SIM card on it. The device is locked to our app unless a tenant or you pays to unlock it on a monthly or yearly basis.

Teman TAB 700 Wall Mount : Plastic : \$12.50 (sold in sets of 20)

Teman TAB 700 Wall Mount : Metal : \$29.99 (sold in sets of 20)

UPS Battery Backup (400 KHH), not installed: \$149

UPS Battery Backup (400 KWH), installed: \$289

Battery backup required in NYC, Miami, LA, Chicago, if you do not already have one at time due to unreliable power in these cities. We may require the installation and use of one in other cities at our own discretion. This is important to protect the device, and to ensure uptime.

UPS replacement battery: \$39;

UPS replacement battery with labor: \$149; (required every 36 months)

45-degree angle bracket: \$289. Installed by our discretion.

Sheet metal for covering existing holes: \$180-2499. Installed at our discretion.

LOOKLOCK PRICING:

Pricing never includes taxes or shipping or labor.

LookLock V1 : \$749 per lock

LookLock V1 presale price: \$239 per lock

LookLock V1 presale price for 100 or more locks: \$229 per lock;

LookLock Insurance : \$30 per lock. \$179 deductible. (Replacement price if uninsured: \$749)

HOTSPOT & WIFI ROUTER, SWITCHES, ACCESS POINT PRICING:

(service & installation not included on any)

4G Wifi Hotspot (Rugged): \$449

4G Wifi Hotspot (Non-Rugged): \$279

4G SIM CARD : \$5.99 (service & installation not included)

4G DATA : \$16/GB (pooled for all your devices) (rounded up to the nearest 500 MB);

In the event the service provider raises the data price, it will be that data rate plus 20%;

NETWORK EQUIPMENT:

SWITCH (16 PORT POE): \$399

SWITCH (8 PORT POE): \$299

SWITCH (32 PORT POE): \$599

WIRING:

CAT5 1000 FEET BOX (RISER): \$169

CAT5 1000 FEET BOX (PLENUM): \$229

1000 FEET LOW VOLTAGE WIRE BOX: \$419

CONDUIT (2" x 10ft): \$24.50 / piece

CONDUIT (1.5" x 10ft): \$15.50 / piece

CONDUIT (1" x 10ft): \$9.50 / piece

CONDUIT (3/4" x 10ft): \$9.20 / piece

CONDUIT (connectors, junction boxes, etc) : Our cost plus 25%

All other wire our cost plus 20%;

ENCLOSURES: \$249-849 (will depend on size & location)

BATTERY BACKUP (UPS) : \$289 (one required)

SHEET METAL COVERS FOR EXISTING INTERCOMS:

STAINLESS: \$550 and up.

PLAIN STEEL UNPAINTED (YOU WILL PAINT): \$450 and up.

Camera Kits:

\$4200 includes 4 IP cameras, 16CH NVR, and cat5, 1 day labor, 2 men.

Conduit requires additional material costs and often a 2nd day of labor.

Shipping:

At current courier (UPS, DHL, FEDEX, or other) Rates plus packing materials, plus 15% for handling.

Court Appearance & Legal Fees

We bill \$500/hour (\$900/hour for executives) for speaking to any attorney. We bill any and all attorneys fees if you decide to consult with an attorney based on your words or actions.

We bill \$2000 (\$4000 for executives) plus \$500 per hour (\$900/hour for executives) for any court appearances requested by you or resulting from your actions.

We charge \$500 to review and sign any affidavits, and \$500 an hour if we must edit or write them.

Support & Service Call Limits

Your monthly Gold service plan includes up to five (5) calls and/or emails or a total of three (3) hours of phone or email support per device per month, with every additional call costing \$29.99 per call or email. Your monthly Platinum service plan includes up to five (12) calls and/or emails or a total of three (5) hours of phone or email support per device per month, with every additional call costing \$29.99 per call/email.

In the event you report a device is not functioning, but the issue turns out to be the result of your or someone else's actions (a Superintendent unplugging the device, another vendor damaging a lock or wire, someone moving the device, etc.) other than our own team, we will bill you at \$149.99/hour for site visits, with a minimum of 2 hours. We strongly recommend and encourage you to have your super or manager instead do a video call with our support team.

Late fees:

Paying more than 30 days late forfeits your security deposit;

There is 20% monthly interest of any late fees after the first 30 days.

There is a \$10,000 fee for any collections efforts we must begin.

You are responsible for any and all attorneys fees regardless of outcome.

If you are late for more than 2 payments your monthly fee will increase by 50% for every 2 payments missed.

Tax:

NY State, NY City, NJ, Delaware, your state, Federal, and Foreign (local, regional, customs, federal) taxes may apply and be added to your invoice or charged later if we are informed of them later by any party. It is your requirement to file an MCI or any other forms which may enable you to skip paying tax.

Payment:

Our payment terms are simple: If you pay us on time, the amount owed, and you leave our devices up and running, you do not incur penalties or fees. However, due to the nature of (unfortunately) many property owners who run on the assumption they will not pay vendors (in full or partially), we have instituted strict and harsh penalties to make up for the massive cost of these attempted non-payments. Folks who do not pay their bills hurt you, the customer, because we cannot pay staff to support you or engineers to improve and add to your services, when customers do not pay us. Because we finance against your monthly fees, failing to pay causes great damage and expense, harms our reputation with creditors and investors, and makes growth difficult and stressful, if not impossible. Therefore, we have included a number of ways by which we can collect against folks who do not pay their bills, and ways we can draw payment without needing the actions of even well-meaning but slow and disorganized operators who might otherwise pay late. (We wish we didn't have to do this, but such is the industry)

You understand and accept these terms and will not argue later that they are unduly harsh as they are required for us to give you the consideration of free devices and low monthly fees. We appreciate your understanding.

You agree to provide both an ACH (checking account number, routing number, name on account, account name, address, etc.) and Debit (or Credit) Card (number, expiration, security code, address, etc.) for each property. You may also provide a checking account for a management company responsible for all the properties under your management, but you must still provide the checking account for each property if asked.

We may charge your ACH or DEBIT or other account for any labor, deductibles, monthly fees. In the event one of your entities or accounts fails to make a payment, we may take payment from another account or entity of yours signed up for our service. That is every building you sign up acts as a guarantor for each other.

Payments for late fees later than 30 days late are charged a \$50 late fee, per late payment. Later than 60 days the fee is \$500.

Late payments for amounts greater than \$1000 are charged an additional \$1000 late fee. After 75 days we send payments to collections, and there is an additional \$10,000 fee for any collection efforts, and our legal fees are your responsibility regardless of outcome.

In the event you have us (or cause us to) speak to an attorney for any reason, the fee is \$2000 per case and \$1000 per hour for our executive staff, and \$500/hour for other staff. If we decide upon you introducing legal counsel into a conversation, or suggest the introduction of any legal proceeding or counsel, that we should retain or engage our own counsel, you are responsible for any and all fees.

You are responsible for any and all wire fees, currency exchange fees, bank fees, returned check fees, and the like. We will add these to your bill, and adjust future bills to include these fees. For example if you pay by wire and your and/or our bank charges a total of 10% and \$45 for the wire, we will add the different to level-up the payment to the full total due when fees are subtracted. You may (and are encouraged) to provide payment accounts which do not incur such fees.

Permission to Make Bank Draws & Other Account Draws.

You give us permission to write and sign checks with your checking and/or savings account(s) information to do a bank draw against your entity (or entities) for the amount it (or they) owe(s).

You agree that if you own multiple entities we may draw against one to collect the debt owed by another, and that you and only you are responsible for balancing the moneys owed between the entities. For example, if your Property A owes us \$10,000 and we have the checking account information for your Property B, you agree that Property B is acting as a guarantor of Property A (and all your properties and personal accounts are also acting as a guarantor for all other properties and entities you own in full or partially. To put it in plain English: you agree that if anything you own owes us money, or if you owe us money, we may draw that amount from any bank account or savings or investment account you own in full or in part and it's 100% your responsibility to pay that other account back, not us.

You agree that we may request your account statements from any and all institutions and that they may and must provide them to us, and that we may request of them to pay your past-due bills and they must do so. For example, if you owe us \$1, we may go to any and all banks, ask if you have an account, show them the bill, and collect the \$1 plus the collections fees and attorneys and staff fees (\$10,000 + \$2000 + \$500/hour minimum) for the collections process. (Tip: Do not not pay your bills!).

You agree we may seize property, real, personal, and digital and sell it to receive the money you owe us, and that we may choose the property at-will, sell it at any value we decide, and are only responsible to return to you any monies paid over the amount you owe plus fees and collections fees.

Veto and Voiding of any sale of properties in debt to us:

Because it is unfortunately common for property owners to skip-out on payments when they intend to sell or refinance or transfer ownership of a building, you agree no building can be sold while it owes money to us. You agree the decision as to whether it owes money to us is entirely up to GateGuard. You grant us the right to veto the sale of any asset which owes us money, or any asset you own when

another asset you own or manage owes us money. For example, if Property A owes us \$10, then you agree we can veto and void the sale of that property. In the event a property owes us money we have the right to reject or void its sale and purchase it for 10% less than the public (city) or private (we hire) appraised value, whichever is lower, regardless of competing bids or existing contracts. You agree that any sale made of a property which owes us money is a voided sale and did not have the right to be sold. (We understand these terms are harsh, but we are extending tremendous credit to you, expensive parts, labor, engineering, skills, support, time, and marketing: Do not not pay your bills -- we will collect.)

Agreement to not file chargebacks or fraud claims:

Unfortunately, some landlords (generally in certain parts of Brooklyn) like to take a service and then file bogus chargebacks to effectively get it for free, or hold vendors hostage, so this section is unfortunately necessary to protect us and all of our customers.

You agree to never file a chargeback or fraud claim with your bank, card provider, ACH or checking provider, bill pay service, online or digital payment solution, or similar to the above. You agree to bring any dispute to arbitration, per our agreement. You agree and accept there is a \$10,000 fee paid by you to us for every chargeback or fraud claim you file (with your card provider, bank, ACH or checking service, payment service, or the like), regardless of outcome. You understand chargebacks are not simply a way to request a refund, and that they severely damage our reputation with our payment processor(s), and distract us and harm our ability to do work. If you make one chargeback request, but it is on three separate charges (for example monthly fees charged on 3 different months), that counts as three chargebacks. In the event your chargeback is successful, in that your card provider or bank pulls the funds from our account and returns them to you, three times the amount of the chargeback is due to us, plus the \$10000 per chargeback fee.

In the event any chargeback or fraud claim you file with your card or bank causes them to, or motivates them in any amount, to discontinue serving us, an additional fee of \$800,000 or our monthly revenue (whichever is greater), for every month until they reactivate us, is due so that we may continue to operate and serve our customers. Filing a chargeback is a break of our contract and additional penalties and fees may apply for that breach. You agree we may place a lien on any of your or your entity or entities' property and force a sale in the event you refuse to pay these fees.

Guarantees & Liens

You agree and accept that you are entering into this contract on behalf of an entity or entities for which you have or have been given permission, and that you personally guarantee this agreement, any and all debts and payments due, and any liabilities incurred. You agree we may place a lien on any and all property of you and/or your entity and/or entities and force the sale of properties at will, at our discretion to pay debts we claim are past-due. You agree that in the event you fraudulently or mistakenly entered into this agreement on behalf of an entity for which you do not have.

Cancelling

You may not cancel this agreement for 10 years. You may not cancel or removal of antennae or connectivity hardware or device agreements of any kind for 15 years. GateGuard has the right to cancel your contract and services at any time for any reason. In the event it is because of poor behavior towards our team or vendors or device or equipment, or you haven't reached 10 years of service, your security deposit is voided. This contract will automatically renew for 15 years unless we received written notice via certified mail within five years of the end of your current contract period.

Panel Leased if "Free"

In the event you receive a free GateGuard, the GateGuard Panel may be considered leased to you and \$10 of each of the monthly fees part of the payment towards its \$14,999 value, and it shall remain under our control, but for your use as long as you keep to the terms or we allow it.

That is, when we say a panel is "free" what we mean is you pay nothing upfront for it, but we will bill you a monthly fee of \$10, included in your existing monthly fee, to pay for it, and this payment, and the entire monthly fee is due until you reach \$14,999.

We may also gift it to you, and the choice between giving it as a lease or gift shall be at our discretion. In the event we gift a panel to you the taxes are your responsibility (\$14,999 value per device).

5G and other Required Technology Upgrades

In the event we must upgrade technology such as the router, or PCBA board, we may bill you for these costs on one-time or monthly basis, at our discretion, up to \$1299 one-time and up to \$199 monthly. For example, but not limited to, if the telecom provider(s) require us to upgrade the router from 4G to 5G, or a board must be upgraded from its current specifications, we may bill you to cover the costs of the parts, labor, engineering, servers, hosting, and more, and we are allowed to make a profit doing this. This also applies in the event the government (any government) requires us to modify or replace the device.)

In addition to this, you agree we may charge you up to \$1299 every 360 months to upgrade your device, and we may charge this one-time or monthly. (We will do our best to make it monthly.)

Of course, we do not like to raise prices and do not intend to do so, but we must protect the network from surprise increases in costs, which can happen in networking and publicly regulated industries.

Locks

LookLocks are your property, but can only be used with our monthly service. We do not support LookLocks if service is cancelled or unpaid. No refunds on LookLocks are ever given.

PLEASE NOTE: GateGuard RESERVES THE RIGHT TO AMEND THESE PAYMENT TERMS FROM TIME TO TIME IN ITS SOLE DISCRETION, IN WHICH CASE ANY FURTHER PURCHASE OF ADDITIONAL SERVICES OR RENEWAL OF SERVICES SHALL BE SUBJECT TO THE PAYMENT TERMS IN EFFECT AT THE TIME OF ADDITIONAL PURCHASE OR RENEWAL.